

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA**

GRANT J. BARNETT

Plaintiff,

vs.

CSC CREDIT SERVICES, INC., ET AL.

Defendants.

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CASE NO: 12-CV-00013-JNE-TNL

**DEFENDANT CSC CREDIT SERVICES, INC.'S
ANSWER AND AFFIRMATIVE DEFENSES TO PLAINTIFF'S COMPLAINT**

Defendant CSC Credit Services, Inc. ("CSC") files this Answer to Plaintiff's Complaint as follows:

1. CSC denies the allegations contained in this paragraph of Plaintiff's Complaint as to CSC.
2. CSC admits that Plaintiff is a consumer as defined by the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681, *et seq.* CSC is without knowledge or sufficient information to admit or deny the remaining allegations contained in this paragraph of Plaintiff's Complaint.
3. CSC is without knowledge or sufficient information to admit or deny the allegations contained in this paragraph of Plaintiff's Complaint.
4. CSC admits that it does business in Minnesota. CSC admits that is a consumer reporting agency as defined by the FCRA.
5. CSC is without knowledge or sufficient information to admit or deny the allegations contained in this paragraph of Plaintiff's Complaint.
6. CSC is without knowledge or sufficient information to admit or deny the allegations contained in this paragraph of Plaintiff's Complaint.

7. CSC does not dispute that jurisdiction is proper in this court.
8. CSC does not dispute that venue is proper in this court.
9. CSC is without knowledge or sufficient information to admit or deny the allegations contained in this paragraph of Plaintiff's Complaint.
10. CSC is without knowledge or sufficient information to admit or deny the allegations contained in this paragraph of Plaintiff's Complaint.
11. CSC is without knowledge or sufficient information to admit or deny the allegations contained in this paragraph of Plaintiff's Complaint.
12. CSC is without knowledge or sufficient information to admit or deny the allegations contained in this paragraph of Plaintiff's Complaint.
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50. CSC is without knowledge or sufficient information to admit or deny the allegations contained in this paragraph of Plaintiff's Complaint.
51. CSC is without knowledge or sufficient information to admit or deny the allegations contained in this paragraph of Plaintiff's Complaint.

52. CSC is without knowledge or sufficient information to admit or deny the allegations contained in this paragraph of Plaintiff's Complaint.
53. CSC admits that it received a dispute letter dated June 9, 2010.
54. CSC admits that it shares a database with Equifax.
55. CSC admits that it responsible for maintaining reasonable procedures to assure the maximum possible accuracy of consumer reports.
56. CSC admits the allegations contained in this paragraph of Plaintiff's Complaint as to CSC and as to his dispute dated June 9, 2010.
57. CSC admits the allegations contained in this paragraph of Plaintiff's Complaint as to CSC and as to his dispute dated June 9, 2010.
58. CSC admits the allegations contained in this paragraph of Plaintiff's Complaint as to CSC and as to his dispute dated June 9, 2010.
59. CSC admits that it received a dispute from Plaintiff in June, 2010.
60. CSC denies the allegations contained in this paragraph of Plaintiff's Complaint.
61. CSC is without knowledge or sufficient information to admit or deny the allegations contained in this paragraph of Plaintiff's Complaint.
62. CSC is without knowledge or sufficient information to admit or deny the allegations contained in this paragraph of Plaintiff's Complaint.
63. CSC admits that it notified Capital One of Plaintiff's June 2010 dispute.
64. CSC denies the allegations contained in this paragraph of Plaintiff's Complaint as to CSC.
65. CSC admits the allegations contained in this paragraph of Plaintiff's Complaint as to CSC, but denies any obligation implied by Plaintiff's allegations.

66. CSC is without knowledge or sufficient information to admit or deny the allegations contained in this paragraph of Plaintiff's Complaint.
67. CSC is without knowledge or sufficient information to admit or deny the allegations contained in this paragraph of Plaintiff's Complaint.
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72. CSC is without knowledge or sufficient information to admit or deny the allegations contained in this paragraph of Plaintiff's Complaint.
73. CSC is without knowledge or sufficient information to admit or deny the allegations contained in this paragraph of Plaintiff's Complaint.
74. CSC denies the allegations contained in this paragraph of Plaintiff's Complaint as to CSC.
75. CSC is without knowledge or sufficient information to admit or deny the allegations contained in this paragraph of Plaintiff's Complaint.
76. CSC denies the allegations contained in this paragraph of Plaintiff's Complaint as to CSC.
77. CSC admits that Plaintiff has requested a trial by jury.
78. CSC incorporates by reference all previous paragraphs as if fully stated herein.
79. CSC denies the allegations contained in this paragraph of Plaintiff's Complaint as to CSC.

80. CSC denies the allegations contained in this paragraph of Plaintiff's Complaint as to CSC.

81. CSC denies the allegations contained in this paragraph of Plaintiff's Complaint as to CSC.

82. CSC denies the allegations contained in this paragraph of Plaintiff's Complaint as to CSC.

83. CSC denies the allegations contained in this paragraph of Plaintiff's Complaint as to CSC.

84. CSC denies the allegations contained in this paragraph of Plaintiff's Complaint as to CSC.

85. CSC incorporates by reference all previous paragraphs as if fully stated herein.

86. CSC is without knowledge or sufficient information to admit or deny the allegations contained in this paragraph of Plaintiff's Complaint.

87. CSC is without knowledge or sufficient information to admit or deny the allegations contained in this paragraph of Plaintiff's Complaint.

88. CSC is without knowledge or sufficient information to admit or deny the allegations contained in this paragraph of Plaintiff's Complaint.

89. CSC is without knowledge or sufficient information to admit or deny the allegations contained in this paragraph of Plaintiff's Complaint.

PRAYER FOR RELIEF

CSC denies that Plaintiff is entitled to the damages alleged in his prayer for relief.

AFFIRMATIVE DEFENSES

1. CSC asserts the affirmative defense of truth.
2. CSC alleges as an affirmative defense that Plaintiff cannot seek injunctive or other equitable relief under the FCRA.
3. CSC alleges as an affirmative defense that Plaintiff failed to take reasonable actions to mitigate his damages, if any.
4. CSC alleges as an affirmative defense that it acted at all times in compliance with the FCRA.
5. CSC alleges as an affirmative defense that it at all times followed reasonable procedures to assure the maximum possible accuracy of the credit information pertaining to Plaintiff.
6. CSC alleges as an affirmative defense that Plaintiff may have failed to follow procedures required by the FCRA in the event that a consumer disputes the completeness or accuracy of any item of information contained in CSC's credit file.
7. CSC alleges as an affirmative defense that Plaintiff's claims may be barred by the privileges afforded CSC by the FCRA and by common law.
8. CSC alleges as an affirmative defense that any damages allegedly suffered by Plaintiff may not have been caused by CSC, but by intervening causes.
9. CSC alleges as an affirmative defense that, if Plaintiff suffered any injury or damage, it was caused, in whole or in part, by the acts of persons other than CSC, and CSC is not responsible for those acts.
10. CSC alleges as an affirmative defense that Plaintiff's actions may constitute a waiver of any right or remedy.
11. CSC alleges the affirmative defense of comparative negligence, comparative causation, and/or comparative responsibility and asks the Court and the Jury to reduce any judgment

against CSC by the degree of negligence or causation attributed to Plaintiff or any other person.

12. CSC alleges that it acted reasonably and in good faith at all material times based on all relevant facts and circumstances known by it at the time that it so acted.
13. CSC asserts that Plaintiff's Complaint, to the extent that it seeks exemplary or punitive damages, violates CSC's right under the due process and excessive fines clause of the Fifth, Sixth, Eighth, and Fourteenth Amendments to the United States Constitution, and any analogous provisions of the Minnesota Constitution.
14. Plaintiff is not entitled to recover actual, punitive, or exemplary damages under the FCRA because CSC has not negligently or willfully failed to comply with the FCRA.
15. Plaintiff's claims for actual, punitive, or exemplary damages under any provision of law, other than the FCRA, are preempted by the FCRA.
16. CSC asserts that Plaintiff's claims are barred in whole or in part by the applicable statute of limitations.

January 25, 2012

Respectfully submitted,

BAKER BOTTS L.L.P.

/s/ James W. Bristow
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**ATTORNEYS FOR DEFENDANT
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